REMARKS

Claims 1-42 remain in this application. Claims 1, 2, 12, 14, 15, 21, 24, 27, 29 and 41 were amended. No new matter has been introduced as a result of the amendments.

Claims 1-42 were rejected by the Examiner under 35 U.S.C. §103(a) as being unpatentable over *Sheets* (U.S. 2001/0049653) in view of *Anderson et al.* (U.S. 2001/0049653). Applicant respectfully traverses these rejections. Favorable reconsideration is respectfully requested.

Specifically, none of the prior art, alone or in combination, disclose "determining an advance amount to be paid to the dealer from said financial source for each individual product in the dealer inventory in the event that that particular product is sold to the customer; calculating a front-end profit to be realized by the dealer for each individual product in the dealer inventory based on the dealer cost associated with each individual product, the advance amount determined for each individual product, and the down payment amount; and presenting a financing package to the dealer for each individual product in the dealer's inventory for immediate offer for sale to the customer" as recited in claim 1, and similarly recited in independent claims 12, 21 and 27. The passage relied upon by the Examiner in the *Sheets* reference ([0036]) merely describes a method through which a vehicle availability report is generated, based on monthly payments and/or lease payments using preset defaults ([0036], lines 1-6); there is no mention of an advance amount to be paid to the dealer from the financial source.

Similarly, *Andersen* is lacking this feature as well. Accordingly, *Andersen* discloses a general front-end profit determination based on dealer cost and down payment amount (col. 2, lines 30-32; col. 6, lines 18-23). However, *Andersen* does not disclose the front-end profit as being based on an advance amount. By using the advance amount in the present application, the dealer/lender relationship becomes closer, and results in greater cooperation and greater speed in processing transactions (see, e.g., specification, page 12, lines 1-15)

Also, the aforementioned claims in the present application recite that the financial package is presented to the dealer for each individual product in the dealer's inventory for immediate offer for sale to the customer. In other words, the financing transaction is guaranteed at the point of sale under the present application, and places the dealer in an advantageous

position of being able to analyze all prospective transactions involving his/her inventory with regard to a single customer (see specification page 7, lines 16-25). In contrast, the disclosure in *Sheets* assists customers and dealers in selecting specific cars from the dealer's inventory ([0032]). While *Sheets* discloses that fields can be filled in to calculate financial parameters (i.e. what can the customer afford based upon their financial strength), the end result does not produce a financing package for each product that may be immediately offered for sale.

Sheets (as well as *Andersen*) teaches that a dealer must enter credit data acquired from a third party platform into the system ([0029] lines 5-8). However, contrary to the present application, this merely creates a framework of what financing the customer may qualify for, assuming the dealer can locate a finance company willing to buy the deal based upon the customer (i.e., credit score, down payment, etc.) the dealer, and the car (year, make, model, mileage, etc). Under *Sheets*, the customer still needs to go through a financial approval process. The dealer would subsequently have to present the customer application to several potential finance companies, where the customer and dealer would then wait to see if anyone agrees to finance the deal. If financing is available, the dealer would select the finance company that offers to pay him/her the greatest amount of money (see example in *Sheets*, paragraphs [0045-48]).

Similarly, in *Andersen*, the dealer (or desk manager 102) must pull one or more credit reports and manually submit them to each lender (col. 25, lines 8-35), wherein further iterative questioning ensues regarding the customer (col. 25, lines 35-45). Again, after the questions are processed with regard to each lender, the dealer is left only with the option of choosing offers from lenders that provide the best deals (col. 25, lines 55-61; col. 28, lines 37-43). Once lenders are identified, the customer must still be presented back to the lenders before a sale can be completed (see col. 6, lines 36-48).

These scenarios are the kinds of scenarios the present application seeks to avoid (see specification page 1, last paragraph to page 3, line 10). The presently claimed system and method is particularly advantageous in situations where customers have poor credit histories (see specification page 1, first 2 paragraphs). Also, by involving the dealer directly with the financing party, the dealers have greater knowledge and control over transactions with

customers, and realize greater profits than currently exist with traditional front-end and back-end systems.

Regarding independent claim 41, the claim also recites "sorting the financing packages according to a selectable criteria, whereby the dealer may select one or more of the financing packages to present to the customer for immediate purchase." None of the cited references teach this limitation. It is also noted that this feature was not addressed in the last Office Action.

Finally, there is no teaching, suggestion, or motivation for combining the *Sheets* reference with the *Andersen* reference in the manner suggested by the Examiner. Under 35 U.S.C. §103, the following considerations must be made in order to determine obviousness:

(1) The claimed invention must be considered as a whole;

(2) The references must be considered as a whole and must suggest the desirability and thus the obviousness of making the combination;

(3) The references must be viewed without the benefit of impermissible hindsight vision afforded by the claimed invention; and

(4) Reasonable expectation of success is the standard with which obviousness is determined.

(MPEP 2141). The initial burden is on the examiner to provide some suggestion of the desirability of doing what the inventor has done. "To support the conclusion that the claimed invention is directed to obvious subject matter, either the references must expressly or impliedly suggest the claimed invention or the examiner must present a convincing line of reasoning as to why the artisan would have found the claimed invention to have been obvious in light of the teachings of the references." *Ex parte Clapp*, 227 USPQ 972, 973 (Bd. Pat. App. & Inter. 1985). (MPEP 2142). When the motivation to combine the teachings of the references is not immediately apparent, it is the duty of the examiner to explain why the combination of the teachings is proper. *Ex parte Skinner*, 2 USPQ2d 1788 (Bd. Pat. App. & Inter. 1986). In determining the differences between the prior art and the claims, the question under 35 U.S.C. 103 is not whether the differences themselves would have been obvious, but whether the claimed invention as a whole would have been obvious. *Stratoflex, Inc. v. Aeroquip Corp.*, 713 F.2d 1530, 218 USPQ 871 (Fed. Cir. 1983); *Schenck v. Nortron Corp.*, 713 F.2d 782, 218 USPQ 698

(Fed. Cir. 1983) (MPEP 2141.02). The mere fact that references can be combined or modified does not render the resultant combination obvious unless the prior art also suggests the desirability of the combination (MPEP 2143.01). In other words, the suggestion or desirability to combine reference must come from the references themselves, and not from the applicant's disclosure.

The *Sheets* reference is based on a system for matching customers with products in inventory that are desirable and affordable to customers. The system bases prices for products upon the qualification of the customer based on the customer's desired total payment or monthly payment. In contrast, *Andersen* provides a system where dealers may pool traditional front-end and back-end profits to maximize their profits. There is no teaching or suggestion whatsoever in the *Sheets* reference that would motivate one skilled in the art to turn to the profit-pooling disclosure in *Andersen*. Applicant's claims should not be used as a roadmap to formulate obviousness rejections in an Office Action. Furthermore, the Examiner noted that *Sheets* is "capable" of profit pooling as well. However, the Examiner has provided no evidence of how this capability is determined and why one skilled in the art would be motivated to add this feature to the teaching of *Sheets*.

In light of the above, Applicant respectfully submits that claims 1-42 of the present application are both novel and non-obvious over the art of record. Accordingly, Applicant respectfully requests that a timely Notice of Allowance be issued in this case. If any fees are due in connection with this application as a whole, the Examiner is authorized to deduct such fees from deposit account no. 02-1818. If such a deduction is made, please indicate the attorney docket number (0107889-041) on the account statement.

The Applicant further requests an Examiner Interview with regard to the present application. The Examiner is kindly requested to contact the Applicant using the telephone number provided below. Alternately, the Applicant will try to contact the Examiner in the meantime to arrange a suitable time for the interview.

Respectfully submitted,

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